

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4		<b>Page</b> 1 <b>Of</b> 44	
<b>2. Contract (Proc. Inst. Ident) No.</b> DAAE07-03-D-N109		<b>3. Effective Date</b> 2003NOV14		<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE			
<b>5. Issued By</b> TACOM WARREN BLDG 231 AMSTA-AQ-AHPC SHARON PATRICK (586)574-7267 WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL  <b>e-mail address:</b> PATRICKS@TACOM.ARMY.MIL		<b>Code</b> W56HZV		<b>6. Administered By (If Other Than Item 5)</b> DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000		<b>Code</b> S2305A	
				<b>SCD B PAS NONE</b>		<b>ADP PT HQ0337</b>	
<b>7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)</b> GENERAL DYNAMICS LAND SYSTEMS MUSKEGON 76 GETTY STREET MUSKEGON, MI. 49442-1238   TYPE BUSINESS: Large Business Performing in U.S.				<b>8. Delivery</b> <input checked="" type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See Below)			
				<b>9. Discount For Prompt Payment</b>			
				<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b>		<b>Item</b> 12	
<b>Code</b> 02978		<b>Facility Code</b> 0KGG5		<b>To The Address Shown In:</b>			
<b>11. Ship To/Mark For</b> SEE SCHEDULE		<b>Code</b>		<b>12. Payment Will Be Made By</b> DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266		<b>Code</b> HQ0337	
<b>13. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)( )				<b>14. Accounting And Appropriation Data</b>			
<b>15A. Item No.</b> SEE SCHEDULE		<b>15B. Schedule Of Supplies/Services</b> CONTRACT TYPE: Firm-Fixed-Price		<b>15C. Quantity</b>		<b>15D. Unit</b>	
				<b>15E. Unit Price</b>		<b>15F. Amount</b>	
				KIND OF CONTRACT: Supply Contracts and Priced Orders			
Contract Expiration Date: 2007NOV14				<b>15G. Total Amount Of Contract</b>		\$0.00	
<b>16. Table Of Contents</b>							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	37
X	B	Supplies or Services and Prices/Costs	5	<b>Part III - List Of Documents, Exhibits, And Other Attachments</b>			
X	C	Description/Specs./Work Statement	24		J	List of Attachments	
X	D	Packaging and Marking	27	<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	28		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	30		L	Instrs., Conds., and Notices to Offerors	
	G	Contract Administration Data			M	Evaluation Factors for Award	
X	H	Special Contract Requirements	33				
<b>Contracting Officer Will Complete Item 17 Or 18 As Applicable</b>							
<b>17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement</b> (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				<b>18. <input type="checkbox"/> Award</b> (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
<b>19A. Name And Title Of Signer (Type Or Print)</b>				<b>20A. Name Of Contracting Officer</b> ELLEN DENNIS DENNISE@TACOM.ARMY.MIL (586)574-8056			
<b>19B. Name of Contractor</b>  By _____ (Signature of person authorized to sign)		<b>19c. Date Signed</b>		<b>20B. United States Of America</b>  By _____ /SIGNED/ (Signature of Contracting Officer)		<b>20C. Date Signed</b> 2003NOV14	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 44
	PIIN/SIIN DAAE07-03-D-N109MOD/AMD	
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON		

SECTION A - SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
A-1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	FEB/2002

- (a) Contract Number DAAE07-03-D-N109 is awarded to General Dynamics Land Systems Muskegon.
- (b) The contractor, in it's proposal, provided the following data for the listed clauses in this contract:
 

Section E, 52.246-4025, HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT -- TACOM QUALITY SYSTEM REQUIREMENT: ISO 9001-2000.

Section E, 52.246-4028, INSPECTION POINT: General Dynamics Land Systems Imperial Valley Opns, 450 Aten Road, Imperial, CA 92251.

Section F, 52.242-4457, DELIVERY SCHEDULE FOR DELIVERY ORDERS (set forth at Clause F-6 also):

KIT PN	DELIVERY BEGINS/DAYS AFTER AWARD	QUANTITY OF KITS PER MONTH*
57KECAK	245	50
57KECAIA	245	32
57KECBKIT	245	20
57KECAIAUPE	245	25
57KECAIAUPL	217	35
57KECAECB	217	22

\*or delivery order quantity evenly divided over a 12-month period if deliveries would otherwise excced 12 months.

- (c) The following clause changes are incorporated into the contract IAW negotiated agreement:
 

Section E, Solicitation Provision E.5 NON-CONFORMING MATERIAL REVIEW AND DISPOSITION is deleted and replaced by Clause E.6, INTERIM CLAUSE FOR NON-CONFORMING REVIEW AND DISPOSITION AND REDUCED PROGRESS PAYMENT RATE.

Section H, FAR 52.232-16, PROGRESS PAYMENTS, at Paragraphs (a)(1), (a)(6), and (b), the progress payment rate is changed to 70%.

Section H, FAR 52.216-21, REQUIREMENTS, is incorporated into the contract to indicate the change from an Indefinite Delivery Indefinite Quantity (IDIQ) contract, with specified minimum and maximum quantities to a Requirements contract. No minimum quantities are guaranteed under this contract; maximum quantities are specified for each line item in the schedule. If the parties agree, delivery orders may be placed that exceed the contract maximum quantities.

Section I, FAR 52.216-22, INDEFINITE QUANTITY, is deleted.
- (d) General Dynamics Subcontracting Plan, dated 18 Feb 03, supplement to the Master Subcontracting Plan approved 28 Mar 02 for the period 1 Apr 02-31 Mar 05, in accepted and incorporated by reference.

- (e) Rent-free use, on a noninterference basis, of Government owned equipment is authorized for production of the end items under this contract.

(f) Any attachments not included with this document will be provided by TACOM-Warren directly to the administrative contracting officer (ACO) via e-mail. A hard copy of the award will be sent to those ACOs not EDW (Electronic Document Workflow) capable. Technical data packages will be mailed by TACOM-Warren to the ACO on CD-ROM. Within one week of this award, any office not able to obtain these attachments from TACOM's website (<http://contracting.tacom.army.mil/>) and still requiring a copy, can request it by sending an e-mail message to the buyer listed on the front page of this contract.

- (g) The following Amendment(s) to the solicitation are incorporated into this contract: 001, 002, 003

[End of Clause]

A-2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003
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<b>Name of Offeror or Contractor:</b> GENERAL DYNAMICS LAND SYSTEMS MUSKEGON		

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil)

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

A-3	52.242-4021 (TACOM)	NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS AND CONTRACTUAL ADMINISTRATION	JUL/1999
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During the term of this contract, authority may be granted to agencies other than TACOM including Defense Supply Center, Defense Logistics Agency ("DSC/DLA"), Richmond, VA for placement of delivery orders under this contract. Administration of this contract may also be transferred to such agencies, including DSC/DLA.

[End of Clause]

AMENDMENT 0001 TO SOLICITATION DAAE07-02-R-M094

1. The purpose of this amendment is to correct the part number of the Identification Plate in Kit List #5.
2. At Provision C.5, KIT LIST #5, LATE UP ECA I/A KIT, P/N 57KECAIAUPL, Identification Plate, Part No. 304000032 is deleted and replaced by Identification Plate, Part No. 30400003.
3. All other terms and conditions of the solicitation remain unchanged.

\*\*\* END OF NARRATIVE A 001 \*\*\*

AMENDMENT 0002 TO SOLICITATION DAAE07-02-R-M094

1. The purpose of this amendment is to change the part number of the Speed Sensor in Kit List #3 and to extend the closing date set for receipt of offers.
2. At Provision C.3, KIT LIST #3, ECB TRANSMISSION KIT, P/N 57KECBKIT, Sensor, Part No. 12446528 is deleted and replaced by Sensor, Part No. 12446521 (reference ERR GECT7378).
3. The date set for receipt of offers is extended to 1 P.M. (local time), 27 Nov 02.

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4. All other terms and conditions of the solicitation remain unchanged.

\*\*\* END OF NARRATIVE A 002 \*\*\*

AMENDMENT 0003 TO SOLICITATION DAAE07-02-R-M094

- 1. The purpose of this amendment is to incorporate the Alternate II and III version of solicitation Provision FAR 52.215-20, Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data, and extend the date set for receipt of offers. The alternate version of this provision requires that copies of the cost and pricing data be provided to DCAA and the ACO.
- 2. The date set for receipt of offers is extended to 1 P.M. (local time), 13 Dec 02.

3. All other terms and conditions of the solicitation remain unchanged.

\*\*\* END OF NARRATIVE A 003 \*\*\*

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC. THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5 YEAR LONG TERM CONTRACT) OR 0014 (3 YEAR LONG TERM CONTRACT). IF MORE THAN ONE ITEM IS BEING PROCURED, THE NUMBERS WILL BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE LONG TERM CONTRACT.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p><u>THIRD ORDERING YEAR</u> OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p><u>FOURTH ORDERING YEAR</u> OF THE CONTRACT IS 1,095 DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>_____</p> <p>The information presented below applies to Item No. 0011 Through 0014:</p> <p>Minimum 4 Year Quantity: 0 EACH (There is no minimum guaranteed quantity.)</p> <p>Maximum 4 Year Quantity: 2,189 EACH (Inclusive of Option Years, if applicable)</p> <p>NOTE: EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS AN ESTIMATED QUANTITY WITH PROGRAM FACTORS BUILT IN AND A 25% INCREASE PER YEAR.</p>				

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	THIS BUY IS CROSS REFERENCED TO PRON: EH-2-A6183 (For Internal Purposes Only).  <				

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0012	<u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Origin																			
	<u>SECOND ORDERING YEAR</u>		EA	\$ ** N/A **																
	NSN: 2520-01-477-6584 NOUN: KIT, ECA CONVERSION FSCM: 19207 PART NR: 57KECAK SECURITY CLASS: Unclassified																			
	<u>Range Quantities</u> <table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>219</td><td>300</td><td>\$ 1,966.17</td></tr><tr><td>301</td><td>400</td><td>\$ 1,940.89</td></tr><tr><td>401</td><td>500</td><td>\$ 1,915.96</td></tr><tr><td>501</td><td>786</td><td>\$ 1,906.60</td></tr></table>	FROM	TO	UNIT PRICE	219	300	\$ 1,966.17	301	400	\$ 1,940.89	401	500	\$ 1,915.96	501	786	\$ 1,906.60				
	FROM	TO	UNIT PRICE																	
	219	300	\$ 1,966.17																	
	301	400	\$ 1,940.89																	
	401	500	\$ 1,915.96																	
	501	786	\$ 1,906.60																	
	<u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICE INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial																			
<u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Origin																				
<u>THIRD ORDERING YEAR</u>		EA	\$ ** N/A **																	
NSN: 2520-01-477-6584 NOUN: KIT, ECA CONVERSION FSCM: 19207 PART NR: 57KECAK SECURITY CLASS: Unclassified																				
<u>Range Quantities</u> <table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>219</td><td>300</td><td>\$ 2,032.30</td></tr><tr><td>301</td><td>400</td><td>\$ 1,994.81</td></tr><tr><td>401</td><td>500</td><td>\$ 1,960.90</td></tr><tr><td>501</td><td>786</td><td>\$ 1,959.32</td></tr></table>	FROM	TO	UNIT PRICE	219	300	\$ 2,032.30	301	400	\$ 1,994.81	401	500	\$ 1,960.90	501	786	\$ 1,959.32					
FROM	TO	UNIT PRICE																		
219	300	\$ 2,032.30																		
301	400	\$ 1,994.81																		
401	500	\$ 1,960.90																		
501	786	\$ 1,959.32																		
<u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICE INTERMEDIATE PACK: 001																				

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0014	LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin            ACCEPTANCE: Origin  FOB POINT: Origin																			
	<u>FOURTH ORDERING YEAR</u>		EA	\$        ** N/A **																
	NSN: 2520-01-477-6584 NOUN: KIT, ECA CONVERSION FSCM: 19207 PART NR: 57KECAK SECURITY CLASS: Unclassified																			
	<u>Range Quantities</u>																			
	<table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>219</td><td>300</td><td>\$ 2,090.88</td></tr><tr><td>301</td><td>400</td><td>\$ 2,051.42</td></tr><tr><td>401</td><td>500</td><td>\$ 2,022.74</td></tr><tr><td>501</td><td>786</td><td>\$ 2,021.11</td></tr></table>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	219	300	\$ 2,090.88	301	400	\$ 2,051.42	401	500	\$ 2,022.74	501	786	\$ 2,021.11				
	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																	
	219	300	\$ 2,090.88																	
	301	400	\$ 2,051.42																	
	401	500	\$ 2,022.74																	
	501	786	\$ 2,021.11																	
<u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICE INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial																				
<u>Inspection and Acceptance</u> INSPECTION: Origin            ACCEPTANCE: Origin  FOB POINT: Origin																				



Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																	
	<p>The information presented below applies to Item No. 0021 Through 0024:</p> <p>Minimum 4 Year Quantity: 0 EACH (There is no minimum guaranteed quantity.)</p> <p>Maximum 4 Year Quantity: 563 EACH (Inclusive of Option Years, if applicable)</p> <p><u>NOTE:</u> EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS AN ESTIMATED QUANTITY WITH PROGRAM FACTORS BUILT IN AND A 25% INCREASE PER YEAR.</p> <p>THIS BUY IS CROSS REFERENCED TO PRON: EH-2-A6160 (For Internal Purposes Only).</p> <p>(End of narrative A001)</p>																					
0021	<p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 2520-01-477-6585 NOUN: KIT, ECA IA CONVERSION FSCM: 19207 PART NR: 57KECAIA SECURITY CLASS: Unclassified</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>50</td><td>100</td><td>\$ 274.59</td></tr><tr><td>101</td><td>200</td><td>\$ 265.48</td></tr><tr><td>201</td><td>300</td><td>\$ 261.51</td></tr><tr><td>301</td><td>375</td><td>\$ 259.75</td></tr></table> <p><u>SCOPE OF WORK: KIT CONTENT</u> Contents of this kit are identified at Section C, C.2, Kit List for P/N 57KECAIA.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICE INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p>Each kit will be packaged as a complete kit. Packaging will be IAW the best commercial practice. Bar code markings</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	50	100	\$ 274.59	101	200	\$ 265.48	201	300	\$ 261.51	301	375	\$ 259.75	EA	\$ ** N/A **	
<u>Range Quantities</u>																						
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																				
50	100	\$ 274.59																				
101	200	\$ 265.48																				
201	300	\$ 261.51																				
301	375	\$ 259.75																				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-D-N109 MOD/AMD	Page 10 of 44
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																
0022	are required.																				
	(End of narrative D001)																				
	<u>Inspection and Acceptance</u>																				
	INSPECTION: Origin      ACCEPTANCE: Origin																				
	FOB POINT: Origin																				
	<u>SECOND ORDERING YEAR</u>		EA	\$ <u>    ** N/A **</u>																	
	NSN: 2520-01-477-6585																				
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<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																			
50	100	\$ 271.91																			
101	200	\$ 264.92																			
201	300	\$ 261.67																			
301	375	\$ 260.29																			
	<u>Packaging and Marking</u>																				
	PACKAGING/PACKING/SPECIFICATIONS:																				
	BEST COMMERCIAL PRACTICE																				
	INTERMEDIATE PACK: 1																				
	LEVEL PRESERVATION: Commercial																				
	LEVEL PACKING: Commercial																				
	<u>Inspection and Acceptance</u>																				
	INSPECTION: Origin      ACCEPTANCE: Origin																				
	FOB POINT: Origin																				
0023	<u>THIRD ORDERING YEAR</u>		EA	\$ <u>    ** N/A **</u>																	
	NSN: 2520-01-477-6585																				
	NOUN: KIT, ECA IA CONVERSION																				
	FSCM: 19207																				
	PART NR: 57KECAIA																				
	SECURITY CLASS: Unclassified																				
		<u>Range Quantities</u>																			
		<table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>50</td><td>100</td><td>\$ 273.79</td></tr><tr><td>101</td><td>200</td><td>\$ 267.89</td></tr><tr><td>201</td><td>300</td><td>\$ 264.87</td></tr><tr><td>301</td><td>375</td><td>\$ 263.69</td></tr></table>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	50	100	\$ 273.79	101	200	\$ 267.89	201	300	\$ 264.87	301	375	\$ 263.69				
	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
	50	100	\$ 273.79																		
101	200	\$ 267.89																			
201	300	\$ 264.87																			
301	375	\$ 263.69																			

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0024	<u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICE INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Origin																			
	<u>FOURTH ORDERING YEAR</u>		EA	\$      ** N/A **																
	NSN: 2520-01-477-6585 NOUN: KIT, ECA IA CONVERSION FSCM: 19207 PART NR: 57KECAIA SECURITY CLASS: Unclassified																			
	<u>Range Quantities</u> <table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>50</td><td>100</td><td>\$    279.11</td></tr><tr><td>101</td><td>200</td><td>\$    273.22</td></tr><tr><td>201</td><td>300</td><td>\$    270.45</td></tr><tr><td>301</td><td>375</td><td>\$    268.00</td></tr></table>	FROM	TO	UNIT PRICE	50	100	\$    279.11	101	200	\$    273.22	201	300	\$    270.45	301	375	\$    268.00				
	FROM	TO	UNIT PRICE																	
	50	100	\$    279.11																	
	101	200	\$    273.22																	
	201	300	\$    270.45																	
	301	375	\$    268.00																	
	<u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICE INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Origin																			

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT														
	<div>The information presented below applies to Item No. 0031 Through 0034:</div> <div>Minimum 4 Year Quantity: 0 EACH (There is no minimum guaranteed quantity.)</div> <div>Maximum 4 Year Quantity: 424 EACH (Inclusive of Option Years, if applicable)</div> <div>NOTE: EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS AN ESTIMATED QUANTITY WITH PROGRAM FACTORS BUILT IN AND A 25% INCREASE PER YEAR.</div> <div>THIS BUY IS CROSS REFERENCED TO PRON: EH-2-A6195 (For Internal Purposes Only).</div> <div>(End of narrative A001)</div>																		
0031	<div>FIRST ORDERING YEAR</div> <div>NSN: 2520-01-495-8072 NOUN: ECB TRANSMISSION KIT FSCM: 19207 PART NR: 57KECBKIT SECURITY CLASS: Unclassified</div> <div><div>Range Quantities</div><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>20</td><td>75</td><td>\$ 1,045.46</td></tr><tr><td>76</td><td>125</td><td>\$ 1,024.96</td></tr><tr><td>126</td><td>250</td><td>\$ 1,003.10</td></tr><tr><td>251</td><td>313</td><td>\$ 984.41</td></tr></table></div> <div>SCOPE OF WORK: KIT CONTENT Contents of this kit are identified at Section C, C.3, Kit List for P/N 57KECBKIT.</div> <div>(End of narrative C001)</div> <div>Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICE INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</div> <div>Each kit will be packaged as a complete kit. Packaging will be IAW the best commercial practice. Bar code markings</div>	FROM	TO	UNIT PRICE	20	75	\$ 1,045.46	76	125	\$ 1,024.96	126	250	\$ 1,003.10	251	313	\$ 984.41	EA	\$ ** N/A **	
FROM	TO	UNIT PRICE																	
20	75	\$ 1,045.46																	
76	125	\$ 1,024.96																	
126	250	\$ 1,003.10																	
251	313	\$ 984.41																	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-D-N109 MOD/AMD	Page 13 of 44
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																
0032	are required.																				
	(End of narrative D001)																				
	<u>Inspection and Acceptance</u>																				
	INSPECTION: Origin      ACCEPTANCE: Origin																				
	FOB POINT: Origin																				
	<u>SECOND ORDERING YEAR</u>		EA	\$ <u>    ** N/A **</u>																	
	NSN: 2520-01-495-8072																				
	NOUN: ECB TRANSMISSION KIT																				
	FSCM: 19207																				
	PART NR: 57KECBKIT																				
SECURITY CLASS: Unclassified																					
	<u>Range Quantities</u>																				
	<table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>20</td><td>75</td><td>\$ 1,049.83</td></tr><tr><td>76</td><td>125</td><td>\$ 1,034.06</td></tr><tr><td>126</td><td>250</td><td>\$ 1,014.73</td></tr><tr><td>251</td><td>313</td><td>\$ 996.60</td></tr></table>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	20	75	\$ 1,049.83	76	125	\$ 1,034.06	126	250	\$ 1,014.73	251	313	\$ 996.60					
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																			
20	75	\$ 1,049.83																			
76	125	\$ 1,034.06																			
126	250	\$ 1,014.73																			
251	313	\$ 996.60																			
	<u>Packaging and Marking</u>																				
	PACKAGING/PACKING/SPECIFICATIONS:																				
	BEST COMMERCIAL PRACTICE																				
	INTERMEDIATE PACK: 1																				
	LEVEL PRESERVATION: Commercial																				
	LEVEL PACKING: Commercial																				
	<u>Inspection and Acceptance</u>																				
	INSPECTION: Origin      ACCEPTANCE: Origin																				
	FOB POINT: Origin																				
0033	<u>THIRD ORDERING YEAR</u>		EA	\$ <u>    ** N/A **</u>																	
	NSN: 2520-01-495-8072																				
	NOUN: ECB TRANSMISSION KIT																				
	FSCM: 19207																				
	PART NR: 57KECBKIT																				
	SECURITY CLASS: Unclassified																				
		<u>Range Quantities</u>																			
		<table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>20</td><td>75</td><td>\$ 1,074.11</td></tr><tr><td>76</td><td>125</td><td>\$ 1,068.65</td></tr><tr><td>126</td><td>250</td><td>\$ 1,046.28</td></tr><tr><td>251</td><td>313</td><td>\$ 1,024.20</td></tr></table>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	20	75	\$ 1,074.11	76	125	\$ 1,068.65	126	250	\$ 1,046.28	251	313	\$ 1,024.20				
	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
	20	75	\$ 1,074.11																		
76	125	\$ 1,068.65																			
126	250	\$ 1,046.28																			
251	313	\$ 1,024.20																			

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0034	<u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICE INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Origin																			
	<u>FOURTH ORDERING YEAR</u>		EA	\$      ** N/A **																
	NSN: 2520-01-495-8072 NOUN: ECB TRANSMISSION KIT FSCM: 19207 PART NR: 57KECBKIT SECURITY CLASS: Unclassified																			
	<u>Range Quantities</u> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>20</td><td>75</td><td>\$ 1,097.02</td></tr><tr><td>76</td><td>125</td><td>\$ 1,091.49</td></tr><tr><td>126</td><td>250</td><td>\$ 1,068.69</td></tr><tr><td>251</td><td>313</td><td>\$ 1,054.33</td></tr></table>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	20	75	\$ 1,097.02	76	125	\$ 1,091.49	126	250	\$ 1,068.69	251	313	\$ 1,054.33				
	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																	
	20	75	\$ 1,097.02																	
	76	125	\$ 1,091.49																	
	126	250	\$ 1,068.69																	
	251	313	\$ 1,054.33																	
	<u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICE INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Origin																			

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
	<div>The information presented below applies to Item No. 0041 Through 0044:</div> <div>Minimum 4 Year Quantity: 0 EACH (There is no minimum guaranteed quantity.)</div> <div>Maximum 4 Year Quantity: 904 EACH (Inclusive of Option Years, if applicable)</div> <div>NOTE: EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS AN ESTIMATED QUANTITY WITH PROGRAM FACTORS BUILT IN AND A 25% INCREASE PER YEAR.</div> <div>THIS BUY IS CROSS REFERENCED TO PRON: EH-2-A6185 (For Internal Purposes Only).</div> <div>(End of narrative A001)</div>																
0041	<div><u>FIRST ORDERING YEAR</u></div> <div>NSN: 2520-01-480-3736 NOUN: EARLY UP ECA IA KIT FSCM: 19207 PART NR: 57KECAIAUPE SECURITY CLASS: Unclassified</div> <div><div><div><div>Range Quantities</div><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>90</td><td>125</td><td>\$ 366.47</td></tr><tr><td>126</td><td>175</td><td>\$ 360.40</td></tr><tr><td>176</td><td>250</td><td>\$ 350.68</td></tr></table></div></div></div> <div><u>SCOPE OF WORK: KIT CONTENT</u> Contents of this kit are identified at Section C, C.4, Kit List for P/N 57KECAIAUPE.</div> <div>(End of narrative C001)</div> <div><div><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICE INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</div><div>Each kit will be packaged as a complete kit. Packaging will be IAW the best commercial practice. Bar code markings are required.</div></div>	FROM	TO	UNIT PRICE	90	125	\$ 366.47	126	175	\$ 360.40	176	250	\$ 350.68		EA	\$ ** N/A **	
FROM	TO	UNIT PRICE															
90	125	\$ 366.47															
126	175	\$ 360.40															
176	250	\$ 350.68															

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-D-N109 MOD/AMD	Page 16 of 44
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																	
0042	(End of narrative D001)																					
	<u>Inspection and Acceptance</u>																					
	INSPECTION: Origin      ACCEPTANCE: Origin																					
	FOB POINT: Origin																					
	<u>SECOND ORDERING YEAR</u>		EA	\$ <u>    ** N/A **</u>																		
	NSN: 2520-01-480-3736																					
	NOUN: EARLY UP ECA IA KIT																					
	FSCM: 19207																					
	PART NR: 57KECAIAUPE																					
	SECURITY CLASS: Unclassified																					
	<u>Range Quantities</u>																					
	<table><tr><td><u>FROM</u></td><td><u>TO</u></td><td></td><td><u>UNIT PRICE</u></td></tr><tr><td>90</td><td>125</td><td>\$</td><td>364.99</td></tr><tr><td>126</td><td>175</td><td>\$</td><td>359.70</td></tr><tr><td>176</td><td>250</td><td>\$</td><td>350.53</td></tr></table>	<u>FROM</u>	<u>TO</u>		<u>UNIT PRICE</u>	90	125	\$	364.99	126	175	\$	359.70	176	250	\$	350.53					
<u>FROM</u>	<u>TO</u>		<u>UNIT PRICE</u>																			
90	125	\$	364.99																			
126	175	\$	359.70																			
176	250	\$	350.53																			
	<u>Packaging and Marking</u>																					
	PACKAGING/PACKING/SPECIFICATIONS:																					
	BEST COMMERCIAL PRACTICE																					
	INTERMEDIATE PACK: 1																					
	LEVEL PRESERVATION: Commercial																					
	LEVEL PACKING: Commercial																					
	<u>Inspection and Acceptance</u>																					
	INSPECTION: Origin      ACCEPTANCE: Origin																					
	FOB POINT: Origin																					
0043	<u>THIRD ORDERING YEAR</u>		EA	\$ <u>    ** N/A **</u>																		
	NSN: 2520-01-480-3736																					
	NOUN: EARLY UP ECA IA KIT																					
	FSCM: 19207																					
	PART NR: 57KECAIAUPE																					
	SECURITY CLASS: Unclassified																					
		<u>Range Quantities</u>																				
		<table><tr><td><u>FROM</u></td><td><u>TO</u></td><td></td><td><u>UNIT PRICE</u></td></tr><tr><td>90</td><td>125</td><td>\$</td><td>368.20</td></tr><tr><td>126</td><td>175</td><td>\$</td><td>364.27</td></tr><tr><td>176</td><td>250</td><td>\$</td><td>354.30</td></tr></table>	<u>FROM</u>	<u>TO</u>		<u>UNIT PRICE</u>	90	125	\$	368.20	126	175	\$	364.27	176	250	\$	354.30				
	<u>FROM</u>	<u>TO</u>		<u>UNIT PRICE</u>																		
	90	125	\$	368.20																		
126	175	\$	364.27																			
176	250	\$	354.30																			
	<u>Packaging and Marking</u>																					
	PACKAGING/PACKING/SPECIFICATIONS:																					



Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0044	BEST COMMERCIAL PRACTICE INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Origin																
	<u>FOURTH ORDERING YEAR</u>		EA	\$      ** N/A **													
	NSN: 2520-01-480-3736 NOUN: EARLY UP ECA IA KIT FSCM: 19207 PART NR: 57KECAIAUPE SECURITY CLASS: Unclassified																
	<u>Range Quantities</u> <table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>90</td><td>125</td><td>\$    371.06</td></tr><tr><td>126</td><td>175</td><td>\$    367.12</td></tr><tr><td>176</td><td>250</td><td>\$    359.06</td></tr></table>	FROM	TO	UNIT PRICE	90	125	\$    371.06	126	175	\$    367.12	176	250	\$    359.06				
	FROM	TO	UNIT PRICE														
	90	125	\$    371.06														
	126	175	\$    367.12														
	176	250	\$    359.06														
	<u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICE INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial																
	<u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Origin																

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	<p>The information presented below applies to Item No. 0051 Through 0054:</p> <p>Minimum 4 Year Quantity: 0 EACH (There is no minimum guaranteed quantity.)</p> <p>Maximum 4 Year Quantity: 1,675 EACH (Inclusive of Option Years, if applicable)</p> <p>NOTE: EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS AN ESTIMATED QUANTITY WITH PROGRAM FACTORS BUILT IN AND A 25% INCREASE PER YEAR.</p> <p>THIS BUY IS CROSS REFERENCED TO PRON: EH-2-A6255 (For Internal Purposes Only).</p> <p>(End of narrative A001)</p>																			
0051	<p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 2520-01-480-3737 NOUN: LATE UP ECA IA KIT FSCM: 19207 PART NR: 57KECAIAUPL SECURITY CLASS: Unclassified</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>168</td><td>250</td><td>\$ 1,288.94</td></tr><tr><td>251</td><td>325</td><td>\$ 1,273.23</td></tr><tr><td>326</td><td>468</td><td>\$ 1,266.63</td></tr></table> <p><u>SCOPE OF WORK: KIT CONTENT</u> Contents of this kit are identified at Section C, C.5, Kit List for P/N 57KECAIAUPL.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICE INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p>Each kit will be packaged as a complete kit. Packaging will be IAW the best commercial practice. Bar code markings are required.</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	168	250	\$ 1,288.94	251	325	\$ 1,273.23	326	468	\$ 1,266.63		EA	\$ ** N/A **	
<u>Range Quantities</u>																				
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
168	250	\$ 1,288.94																		
251	325	\$ 1,273.23																		
326	468	\$ 1,266.63																		

**Name of Offeror or Contractor:** GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
	<div>(End of narrative D001)</div> <div><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Origin</div>																
0052	<div><u>SECOND ORDERING YEAR</u>  NSN: 2520-01-480-3737 NOUN: LATE UP ECA IA KIT FSCM: 19207 PART NR: 57KECAIAUPL SECURITY CLASS: Unclassified</div> <div><u>Range Quantities</u><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>168</td><td>250</td><td>\$ 1,290.48</td></tr><tr><td>251</td><td>325</td><td>\$ 1,267.63</td></tr><tr><td>326</td><td>468</td><td>\$ 1,262.72</td></tr></table></div> <div><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICE INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</div> <div><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Origin</div>	FROM	TO	UNIT PRICE	168	250	\$ 1,290.48	251	325	\$ 1,267.63	326	468	\$ 1,262.72		EA	\$ ** N/A **	
FROM	TO	UNIT PRICE															
168	250	\$ 1,290.48															
251	325	\$ 1,267.63															
326	468	\$ 1,262.72															
0053	<div><u>THIRD ORDERING YEAR</u>  NSN: 2520-01-480-3737 NOUN: LATE UP ECA IA KIT FSCM: 19207 PART NR: 57KECAIAUPL SECURITY CLASS: Unclassified</div> <div><u>Range Quantities</u><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>168</td><td>250</td><td>\$ 1,327.85</td></tr><tr><td>251</td><td>325</td><td>\$ 1,310.49</td></tr><tr><td>326</td><td>468</td><td>\$ 1,306.26</td></tr></table></div> <div><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS:</div>	FROM	TO	UNIT PRICE	168	250	\$ 1,327.85	251	325	\$ 1,310.49	326	468	\$ 1,306.26		EA	\$ ** N/A **	
FROM	TO	UNIT PRICE															
168	250	\$ 1,327.85															
251	325	\$ 1,310.49															
326	468	\$ 1,306.26															

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0054	BEST COMMERCIAL PRACTICE INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Origin																
	<u>FOURTH ORDERING YEAR</u>		EA	\$      ** N/A **													
	NSN: 2520-01-480-3737 NOUN: LATE UP ECA IA KIT FSCM: 19207 PART NR: 57KECAIAUPL SECURITY CLASS: Unclassified																
	<u>Range Quantities</u> <table><tr><td>FROM</td><td>TO</td><td>UNIT PRICE</td></tr><tr><td>168</td><td>250</td><td>\$ 1,358.02</td></tr><tr><td>251</td><td>325</td><td>\$ 1,349.94</td></tr><tr><td>326</td><td>468</td><td>\$ 1,345.56</td></tr></table>	FROM	TO	UNIT PRICE	168	250	\$ 1,358.02	251	325	\$ 1,349.94	326	468	\$ 1,345.56				
	FROM	TO	UNIT PRICE														
	168	250	\$ 1,358.02														
	251	325	\$ 1,349.94														
	326	468	\$ 1,345.56														
	<u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICE INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial																
	<u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Origin																

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0061	<div><div>The information presented below applies to Item No. 0061 Through 0064:</div><div>Minimum 4 Year Quantity: 0 EACH (There is no minimum guaranteed quantity.)</div><div>Maximum 4 Year Quantity: 219 EACH (Inclusive of Option Years, if applicable)</div><div>NOTE: EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS AN ESTIMATED QUANTITY WITH PROGRAM FACTORS BUILT IN AND A 25% INCREASE PER YEAR.</div><div>THIS BUY IS CROSS REFERENCED TO PRON: EH-2-A6196 (For Internal Purposes Only).</div><div>(End of narrative A001)</div><div>FIRST ORDERING YEAR</div><div>NSN: 2520-01-511-4331 NOUN: ECB IA CONVERSION KIT FSCM: 19207 PART NR: 57KECAECB SECURITY CLASS: Unclassified</div><div><div>Range Quantities</div><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>22</td><td>50</td><td>\$ 516.48</td></tr><tr><td>51</td><td>75</td><td>\$ 516.50</td></tr><tr><td>76</td><td>100</td><td>\$ 509.21</td></tr><tr><td>101</td><td>125</td><td>\$ 473.88</td></tr></table></div><div>SCOPE OF WORK: KIT CONTENT Contents of this kit are identified at Section C, C.6, Kit List for P/N 57KECAECB.</div><div>(End of narrative C001)</div><div>Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICE INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</div><div>Each kit will be packaged as a complete kit. Packaging will be IAW the best commercial practice. Bar code markings</div></div> <td></td> <td>EA</td> <td>\$ ** N/A **</td> <td></td>	FROM	TO	UNIT PRICE	22	50	\$ 516.48	51	75	\$ 516.50	76	100	\$ 509.21	101	125	\$ 473.88		EA	\$ ** N/A **	
FROM	TO	UNIT PRICE																		
22	50	\$ 516.48																		
51	75	\$ 516.50																		
76	100	\$ 509.21																		
101	125	\$ 473.88																		

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-D-N109 MOD/AMD	Page 22 of 44
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																
0062	are required.																				
	(End of narrative D001)																				
	<u>Inspection and Acceptance</u>																				
	INSPECTION: Origin      ACCEPTANCE: Origin																				
	FOB POINT: Origin																				
	<u>SECOND ORDERING YEAR</u>		EA	\$ ** N/A **																	
	NSN: 2520-01-511-4331																				
	NOUN: ECB IA CONVERSION KIT																				
	FSCM: 19207																				
	PART NR: 57KECAECB																				
SECURITY CLASS: Unclassified																					
	<u>Range Quantities</u>																				
	<table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>22</td><td>50</td><td>\$ 511.58</td></tr><tr><td>51</td><td>75</td><td>\$ 511.59</td></tr><tr><td>76</td><td>100</td><td>\$ 504.98</td></tr><tr><td>101</td><td>125</td><td>\$ 470.94</td></tr></table>	FROM	TO	UNIT PRICE	22	50	\$ 511.58	51	75	\$ 511.59	76	100	\$ 504.98	101	125	\$ 470.94					
FROM	TO	UNIT PRICE																			
22	50	\$ 511.58																			
51	75	\$ 511.59																			
76	100	\$ 504.98																			
101	125	\$ 470.94																			
	<u>Packaging and Marking</u>																				
	PACKAGING/PACKING/SPECIFICATIONS:																				
	BEST COMMERCIAL PRACTICE																				
	INTERMEDIATE PACK: 1																				
	LEVEL PRESERVATION: Commercial																				
	LEVEL PACKING: Commercial																				
	<u>Inspection and Acceptance</u>																				
	INSPECTION: Origin      ACCEPTANCE: Origin																				
	FOB POINT: Origin																				
0063	<u>THIRD ORDERING YEAR</u>		EA	\$ ** N/A **																	
	NSN: 2520-01-511-4331																				
	NOUN: ECB IA CONVERSION KIT																				
	FSCM: 19207																				
	PART NR: 57KECAECB																				
	SECURITY CLASS: Unclassified																				
		<u>Range Quantities</u>																			
		<table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>22</td><td>50</td><td>\$ 514.76</td></tr><tr><td>51</td><td>75</td><td>\$ 514.77</td></tr><tr><td>76</td><td>100</td><td>\$ 508.37</td></tr><tr><td>101</td><td>125</td><td>\$ 474.68</td></tr></table>	FROM	TO	UNIT PRICE	22	50	\$ 514.76	51	75	\$ 514.77	76	100	\$ 508.37	101	125	\$ 474.68				
	FROM	TO	UNIT PRICE																		
	22	50	\$ 514.76																		
51	75	\$ 514.77																			
76	100	\$ 508.37																			
101	125	\$ 474.68																			

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																				
0064	<u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICE INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Origin																								
	<u>FOURTH ORDERING YEAR</u>		EA	\$      ** N/A **																					
	NSN: 2520-01-511-4331 NOUN: ECB IA CONVERSION KIT FSCM: 19207 PART NR: 57KECAECB SECURITY CLASS: Unclassified																								
	<u>Range Quantities</u> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td></td><td><u>UNIT PRICE</u></td></tr><tr><td>22</td><td>50</td><td>\$</td><td>519.12</td></tr><tr><td>51</td><td>75</td><td>\$</td><td>519.14</td></tr><tr><td>76</td><td>100</td><td>\$</td><td>512.74</td></tr><tr><td>101</td><td>125</td><td>\$</td><td>479.01</td></tr></table>	<u>FROM</u>	<u>TO</u>		<u>UNIT PRICE</u>	22	50	\$	519.12	51	75	\$	519.14	76	100	\$	512.74	101	125	\$	479.01				
	<u>FROM</u>	<u>TO</u>		<u>UNIT PRICE</u>																					
	22	50	\$	519.12																					
	51	75	\$	519.14																					
	76	100	\$	512.74																					
	101	125	\$	479.01																					
	<u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICE INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Origin																								

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 KIT LIST #1, ECA CONVERSION KIT, P/N 57KECAK

<u>Description</u>	<u>Part No.</u>	<u>Quantity Per Kit</u>
Slotted Clutch Plate	12446274	4
Friction Plate	11629311	3
Spring	12364203	12
Packing	11628780-1	1
Packing	11628780-2	1
Ball, Check	MS19059-2414	1
O-Ring	M83248/2-902	1
Spacer, Sleeve	12446277	12
Ball Bearing	11628985	1
Hard Hub	12446193	1
Sleeve Spacer, Dipstick	12446275	1
Stop, Spool	12446273	2
Ring, Retaining	12446259	4
Washer, Spring	12446260	1
Seal, Plain	12446203	2
Spindle, Aux. Idler	11629702	1
Spindle, Make Up Idler	11628692	1
Shaft Seal (Hook Ring)	11629836	2
Gasket	12364286	1
Packing	11628780-4	1
Packing	12364324	1
Housing Assy	12446316	1
Roller Bearing	12364297	1
Roller Bearing	12364299	1
Plate Information	12446603	1
New Reman Plate	30400003	1
Plate Identification	11629682-13	1
Whiffle Tree Screws	MS24677-15C	4
Bolt	MS35764-1312	18
Washer	ASTM F436 Typ 1 3/8	18

\*\*\* END OF NARRATIVE C 001 \*\*\*

C.2 KIT LIST #2, ECA I/A CONVERSION KIT, P/N 57KECAIA

<u>Description</u>	<u>Part No.</u>	<u>Quantity Per Kit</u>
Lockwasher	MS35338-46	24
Gasket	11629549	1
Insul Sleeving	M23053/8-006-C	12"
Connector Plug	D38999/26WA35SN	1
Tubing	B47287-I1/4	8"
Screw	MS21318-20	4
Info Plate	12446603	1
Ident Plate	11629682-13	1
Strain Relief	M85049/39-9W	1



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Lifting Eye	12389424	1
IA Filter Cap	12389322	1

\*\*\* END OF NARRATIVE C 002 \*\*\*

C.3 KIT LIST #3, ECB TRANSMISSION KIT, P/N 57KECBKIT

<u>Description</u>	<u>Part No.</u>	<u>Quantity Per Kit</u>
Spring	12389397	1
Spring	12446597	1
Spacer	12446599	1
Gasket	11628847	2
Plate	12446574	1
Shaft	12446530	1
Sensor	12446521	1
Cover	12446529	1
Screw	MS16998-27	1
Clamp	MS21333-2	1
Washer	NAS620-6	2
Screw	MS16995-20	2
Cover	12389399	1
Helicoil	MS21209F1-15	1

\*\*\* END OF NARRATIVE C 003 \*\*\*

C.4 KIT LIST #4, ECA I/A UPGRADE EARLY PLATE KIT, P/N 57KECAIAUPE

<u>Description</u>	<u>Part No.</u>	<u>Quantity Per Kit</u>
Ring, Retaining	MS16624-3075	2
Harness	12446192	1
Cover, Lower Wire	12446202	1
Lever, Remote Control	12389376	1
Washer, Plain	12389495	2
Gasket	M83248/2-012	3

\*\*\* END OF NARRATIVE C 004 \*\*\*

C.5 KIT LIST #5, LATE UP ECA I/A KIT, P/N 57KECAIAUPL

<u>Description</u>	<u>Part No.</u>	<u>Quantity Per Kit</u>
Stroke Assy	12446283	1
Arm, Steering	12446279	1
Steer Gain Valve Assy	12446276	1
Manifold, Hydraulic Assy	12446301	1
Gasket	12446300	1
Link, Input Steer Gain	12446263	1
Link Output Assy	12446299	1
Identification Plate	30400003	1

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\*\*\* END OF NARRATIVE C 005 \*\*\*

C.6 KIT LIST #6, ECB I/A CONVERSION KIT, P/N 57KECAECB

<u>Description</u>	<u>Part No.</u>	<u>Quantity Per Kit</u>
Coolant Valve Block	12389394	1
Solenoid	12380344-1	1
Elec Pins	M39029/58-360	2
Cable Assy	12446239	1
Cover	12446258	1
Gasket	12389395	1
Wire Cover	12389396	1
Screw	B1821BH025C075N	2
Washer	AN960-416	2

\*\*\* END OF NARRATIVE C 006 \*\*\*

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 52.211-4018 (TACOM)	ACQUISITION OF MANUFACTURER'S PART NUMBER	MAY/1996

This acquisition is restricted to the item description set forth in the Schedule which specifies a manufacturer's part number. Since complete Government data for the item are not available, it is understood and agreed that references to specifications and drawings herein shall be deemed to include all changes or revisions thereto which the contractor has made effective as of the date of delivery of any of the items provided for in this contract; provided, that no such change or revision which affects the interchangeability of the item (ability to be interchanged with previous parts or to connect with all mating parts when assembled) shall be effected without the approval of the Principal Contracting Officer. The contractor agrees that he will furnish to the Administrative Contracting Officer or Government Inspector, for the purpose of making inspection under any resulting contract, copies of the applicable specifications and drawings indicating all changes or revisions.

[End of Clause]

SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.211-4113 (TACOM)	BAR CODE MARKING	SEP/2000

(a) Bar code markings are required on all containers and loose or unpacked items as specified in MIL-STD-129N, paragraph 4.2.3. The bar code symbology shall comply with AIM BC 1. The following shall be bar coded:

- (1) National Stock Number (NSN)/ NATO stock number shall be bar coded on all unit packs and intermediate containers.
- (2) The exterior container shall be bar coded with the NSN/NATO stock number and the contract or purchase order number(including the call number).
- (3) Items that are serial numbered shall have the serial number bar coded.
- (4) Exterior boxes and crates 10 cubic feet and over shall be bar coded on one end of the container as well as on the identification marked side.

(5) Contractor or vendor-originated shipments destined for outside continental United States(OCONUS) and shipped through the Defense Transportation System(DTS)(transshipment) shall comply with the address marking instructions in DoD 4500.32-R, Volume I, which requires the address markings to be placed on a bar coded DD Form 1387. For these shipments, bar code labels may be affixed to the DD Form 1387 as an alternative to direct bar coding of the DD Form 1387. Destinations such as Hawaii, Alaska, Puerto Rico, Canada, and Mexico are considered OCONUS sites and require bar coded DD Form 1387 address labels, see MIL-STD-129, paragraph 4.3.

(b) Information and illustrations on bar code markings are contained in MIL-STD-129N and in MIL-HDBK-129.

[End of Clause]

D-2	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002
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ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

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SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-4028 (TACOM)	INSPECTION POINT: ORIGIN	FEB/1994

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT:

(Name)

(Address)(City)(County)(State)(Zip)

SUBCONTRACTOR'S PLANT:

(Name)

(Address)(City)(County)(State)(Zip)

[End of Clause]

E-4	52.246-4029 (TACOM)	ACCEPTANCE POINT: ORIGIN	OCT/2002
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We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

[End of Clause]

E-5	52.246-4048 (TACOM)	DRAWINGS FOR INSPECTION	NOV/1982
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The Contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated as to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

[End of Clause]

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E.6 INTERIM CLAUSE FOR NON-CONFORMING REVIEW AND DISPOSITION AND REDUCED PROGRESS PAYMENT RATE:

E.6.1 Material Review Board (MRB)

E.6.1.1 MRB authority is granted to the contractor based on internal ISO 9002 compliant procedures that define the Corrective Action and Disposition System for Nonconforming Material. The following conditions and limitations apply.

E.6.1.2 The contractor is authorized to perform material review actions on minor nonconforming product (Use As Is (UAI), and repair). The contractor shall have corrective action and disposition authority for all minor nonconformances found during the assembly, subassembly, and test activity, that does not affect unit performance/function, interface, or safety.

E.6.1.3 The contractor shall use only previously approved UDLP or U.S. Government standard repair procedures. After the contractor uses a Standard repair procedure to repair an item, the contractor shall perform corrective action to eliminate the need for using the standard repair procedure on that item.

E.6.1.4 All nonconforming material that may affect unit performance, interchangeability, reliability, maintainability, or health/safety,

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shall be considered a major discrepancy. A major waiver or deviation shall be submitted to the Government for review and approval prior to the nonconformance disposition. The non-conformance submittal to the Government shall be accompanied by the contractor's written engineering analysis and recommended disposition.

E.6.1.5 The contractor shall provide to the Government a quarterly analysis for all MRB actions performed on Government products. The analysis shall include nonconformance quantities, types, and recurrence trends for all MRB actions including standard repairs. The contractor shall perform corrective action to reduce recurring deficiencies where standard repairs are being utilized. If the use of a standard repair is considered repetitive, the contractor shall implement positive corrective action to eliminate occurrence. All material review board documentation shall be maintained at the contractor's facilities and be made available for review upon request.

E.6.2 Decreased Progress Payment Rate

E.6.2.1 Pending agreement to a revised MRB clause or MRB Single Process Initiative (SPI), the contract will operate under the terms of the MRB clause from contract DAAE07-01-C-M027 as set forth in Paragraphs E.6.1 above.

E.6.2.2 The effective progress payment rate is 70% until agreement is reached on a MRB Clause or SPI.

\*\*\* END OF NARRATIVE E 001 \*\*\*

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SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-5	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-6	52.242-4457 (TACOM)	DELIVERY SCHEDULE FOR DELIVERY ORDERS	OCT/2002

(a) Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

(1) Start deliveries in 203 days for all line items, except CLINs 0061-0064 where deliveries start in 175 days, after the delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered.

(i) You'll deliver a minimum of 50 units, or the total delivery order quantity if less than 50 units, every 30 days;

(ii) You can deliver more than the minimum number of units every thirty days: at no additional cost to the Government.

(2) Delivery is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual delivery order.

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual delivery order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the delivery order, to ensure that the item reaches its destination by the time reflected in the delivery order.

(3) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, your offer may be determined unacceptable for award.

(b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES   \*   DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE,        DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED. DELIVERIES ON SUBSEQUENT DELIVERY ORDERS WILL START        DAYS AFTER DELIVERY ORDER AWARD DATE.

(2) I WILL DELIVER A QUANTITY OF   \*   UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF        UNITS EVERY 30 DAYS.

(3) ATTENTION: IF YOU DO NOT INSERT A MAXIMUM QUANTITY ABOVE, YOU MAY BE REQUIRED TO DELIVER UP TO A MAXIMUM QUANTITY OF 150 OR THE ENTIRE DELIVERY ORDER QUANTITY IF LESS THAN 150 UNITS EVERY 30 DAYS.

\*CONTRACT DELIVERY SCHEDULE:

KIT PN	DELIVERY BEGINS/DAYS AFTER AWARD	QUANTITY OF KITS PER MONTH*
57KECAK	245	50
57KECAIA	245	32
57KECBKIT	245	20
57KECAIAUPE	245	25
57KECAIAUPL	217	35
57KECAECB	217	22

\*or delivery order quantity evenly divided over a 12-month period if deliveries would otherwise excced 12 months.

[End of Clause]

F-7	52.211-16	VARIATION IN QUANTITY	APR/1984
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**Name of Offeror or Contractor:** GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

ZERO percent increase; and  
ZERO percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-8            52.247-65            F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS            JAN/1991

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-9	52.247-4005 (TACOM)	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT	AUG/2003
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(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government Bill(s)/Commercial of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

(1) Government Bills of Lading and

(2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F-10	52.247-4017 (TACOM)	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES	JAN/2001
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

Rail/ Motor SPLC*	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post Mail To:
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001
875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

\*\*\*SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-D-N109 <b>MOD/AMD</b>	<b>Page 33 of 44</b>
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SECTION H - SPECIAL CONTRACT REQUIREMENTS

SECTION H - CLAUSE CHANGE:

FAR 52.232-16, Progress Payments is changed to indicate that the effective progress payment rate is 70% for this contract.

\*\*\* END OF NARRATIVE H 001 \*\*\*

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.232-16	PROGRESS PAYMENTS (Alternate III, dated February 2002)	APR/2003
H-2	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-5	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-6	252.225-7007	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	SEP/2001
H-7	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-8	252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS	AUG/2000
H-9	252.225-7013	DUTY-FREE ENTRY	APR/2003
H-10	252.225-7021	TRADE AGREEMENTS	APR/2003
H-11	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-12	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
H-13	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-14	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-15	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through 4 years from the date of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

H-16	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than (see below), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

MINIMUM DELIVERY ORDER QUANTITY

CLIN 0011 - 0014:	219
CLIN 0021 - 0024:	56
CLIN 0031 - 0034:	42
CLIN 0041 - 0044:	90
CLIN 0051 - 0054:	168
CLIN 0061 - 0064:	22

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of:

MAXIMUM DELIVERY ORDER QUANTITY

CLIN 0011 - 0014:	786
CLIN 0021 - 0024:	375
CLIN 0031 - 0034:	313
CLIN 0041 - 0044:	250

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CLIN 0051 - 0054: 468  
CLIN 0061 - 0064: 125

(2) Any order for a combination of items in excess of the quantities identified at paragraph b above.

(3) A series of orders from the same ordering office within 150 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

H-17 52.216-21 REQUIREMENTS

OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after five and one-half (5-1/2) years after contract award.

[End of Clause]

H-18 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES

APR/2003

(a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-

- (1) The offer exceeds \$10 million in value; and
- (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-
  - (i) Exceeds \$500,000 in value; and
  - (ii) Could be performed inside the United States or Canada.

(b) Information to be reported includes that for-

- (1) Subcontracts;
- (2) Purchases; and
- (3) Intracompany transfers when transfers originate in a foreign location.

(c) The offeror shall submit the report using-

- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
- (2) A computer-generated report that contains all information required by DD Form 2139.

(d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.

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(End of provision)			

H-19

52.204-4005  
(TACOM)

REQUIRED USE OF ELECTRONIC CONTRACTING

DEC/2002

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>  
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

(1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to [amsta-idq@tacom.army.mil](mailto:amsta-idq@tacom.army.mil), to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.  
[End of Clause]

H-20

52.246-4026  
(TACOM)

LOCAL ADDRESSES FOR DD FORM 250

MAR/2002

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(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-20	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-22	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II)	OCT/2001
I-23	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-24	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-25	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-26	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-27	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-28	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-29	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-30	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-31	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-32	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-33	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-34	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
I-35	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-36	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-37	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-38	52.227-9	REFUND OF ROYALTIES	APR/1984
I-39	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
I-40	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-41	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-42	52.232-1	PAYMENTS	APR/1984
I-43	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-44	52.232-11	EXTRAS	APR/1984
I-45	52.232-17	INTEREST	JUN/1996
I-46	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-47	52.232-25	PROMPT PAYMENT	FEB/2002
I-48	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-49	52.233-1	DISPUTES	JUL/2002

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	Regulatory Cite	Title	Date
I-50	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-51	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-52	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-53	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-54	52.242-13	BANKRUPTCY	JUL/1995
I-55	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-56	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-57	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-58	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-59	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-60	52.248-1	VALUE ENGINEERING	FEB/2000
I-61	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-62	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-63	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-64	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-65	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-66	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-67	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-68	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-69	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-70	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-71	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-72	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-73	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-74	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-75	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
I-76	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-77	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-78	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-79	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-80	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-81	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-82	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

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- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: electronic spreadsheet files compatible with MS-DOS/Windows versions Excel 5.0 or earlier with \*.xls the preferred formats.

[End of Clause]

I-83

52.223-11

OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

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\*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-8452.244-6SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTSAPR/2003

(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-8552.252-6AUTHORIZED DEVIATIONS IN CLAUSESAPR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-86252.204-7004REQUIRED CENTRAL CONTRACTOR REGISTRATIONNOV/2001

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services



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to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-87                      252.247-7023                      TRANSPORTATION OF SUPPLIES BY SEA                      MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

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(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

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- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-88	252.248-7000	PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS	MAY/1994
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Prepare Value Engineering Change Proposals, for submission pursuant to the VALUE ENGINEERING clause of this contract, in the format prescribed by the version of MIL-STD-973 in effect on the date of contract award.

[End of Clause]

I-89	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

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(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]